

LUMP SUM BID FORM

Section 00300L

City Manager
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the city of Austin, Texas:

Solicitation No.:	CLMC875
Project:	Walnut Creek Wastewater Treatment Plant Controls And Network Upgrades
CIP ID No.:	3023.074

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

BASE BID	\$6,405,000.00
Base Bid includes Trench Excavation Safety Systems & Special Shoring		

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

ALLOWANCES:

Allowance No. 1:	SCADA Allowance	\$650,000.00
SUBTOTAL ALLOWANCES		\$650,000.00

TOTAL BID	\$ 7,055,000.00
Includes Base Bid plus Subtotal Allowances		

Notes:

1. For a more detailed explanation of Bid allowances, see Section 01020.
2. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid , as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of **one hundred and twenty (120) Calendar Days**. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **One Thousand and Forty-Four (1044) Calendar Days**.

The Bidder further agrees to reach Final Completion within **30 calendar Days** after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting its bid, in consideration for the waiver of its right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

Therefore, the Bidder and the OWNER agree that for each and every **Calendar** Day the Work or any portion thereof, remains incomplete after the **Substantial** Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of **Two Thousand Seven Hundred and Seventy Dollars (\$2,770.00)** per **Calendar** Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.

The Bidder and the OWNER further agree that for each and every (Working) (Calendar) Day the Work or any portion thereof, remains incomplete after the **Final** Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of **One Thousand and Ninety Dollars (\$1,090.00)** per **Calendar**

Bidding Requirements, Contract Forms and Conditions of the Contract

Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidders).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	7/29/21	Received	3 of Dec 21
Addendum No. 2 dated	8/2/21	Received	9 of Dec 21
Addendum No. 3 dated	8/24/21	Received	9 of Dec 21
Addendum No. 4 dated	8/24/21	Received	9 of Dec 21

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

BIDDER'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

BIDDER'S CERTIFICATION AS TO NONRESIDENT PROVISIONS: Bidder must provide the following information in accordance with Vernon's Texas Statutes and Codes Annotated Government Code § 2252.002, as amended. A Texas Resident Bidder is a bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas. The undersigned Bidder certifies that Bidder is a resident of Texas (Bidder must write in the blank the state of which Bidder is a resident).

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed, executed, and enclosed the corresponding Bid Documents with the Bid.

96 MBE/WBE Compliance Document

96 One copy of Total Bid Form if Bid is submitted electronically via Austin Finance Online

96 Bid Guaranty

The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.

Bidding Requirements, Contract Forms and Conditions of the Contract

Robert Lee

Corporate Secretary, *if Bidder is a
Corporation

Rlee@blti.com

Email for Secretary

(Seal)

BL Technology

Bidder

Bob Lee II / Bob Lee II

Authorized Signature/Print Name

Vice President of Sales and Marketing

Title

09/02/21

Date

1730 S Cherry St.

Tomball, TX 77375

Address

832-698-8021

Telephone Number /

832-698-8081

FAX Number

blee@blti.com

Email for Person Signing Bid

kfestervand@blti.com

Email for Bidder's Primary Contact Person

END